


DEC 21 2018

VENTURA
SUPERIOR COURT
FILED

DEC 28 2018

MICHAEL D. PLANT
Executive Officer and Clerk
BY:  Deputy
ADRIANA VELASCO

1 GREGORY D. TOTTEN
2 District Attorney, County of Ventura
3 MITCHELL F. DISNEY, State Bar No. 138114
4 Senior Deputy District Attorney
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6 Ventura, CA 93003
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8 Attorneys for Plaintiff

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF VENTURA**

10 THE PEOPLE OF THE STATE OF
11 CALIFORNIA,

12 Plaintiff,

13 v.

14 ANTERRA CORPORATION;
15 ANTERRA ENERGY SERVICES, INC.;
16 ANTERRA TRANSPORTATION, INC.;

17 Defendants.

CASE No.

~~[PROPOSED]~~

FINAL JUDGMENT PURSUANT TO
STIPULATION

19 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA ("People"), through its
20 attorneys, GREGORY D. TOTTEN, the District Attorney of Ventura County, by Senior Deputy
21 District Attorney Mitchell F. Disney, and Defendants ANTERRA CORPORATION,
22 ANTERRA ENERGY SERVICES, INC., and ANTERRA TRANSPORTATION, INC.
23 (collectively "ANTERRA" or "Defendants"), through their attorneys, Goldenring & Prosser,
24 PLC, by Peter Goldenring, Esq., have stipulated to the entry of this Final Judgment Pursuant to
25 Stipulation ("Final Judgment") without the Court taking evidence and the Parties also have
26 waived their right to appeal and have agreed to settle the above-captioned matter without further
27 litigation, and the Court having considered the pleadings and good cause appearing:
28

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff have
2 judgment against Defendants as follows.

3 **1. DEFINITIONS**

4 Except where otherwise expressly defined in this Final Judgment, terms shall be
5 interpreted as set forth herein and consistent with Chapters 6.5 and 6.95 of Division 20 of the
6 Health and Safety Code and the regulations promulgated under those chapters. For purposes of
7 this Final Judgment, the People and ANTERRA shall be referred to collectively as "Parties" and
8 individually as "Party."

9 **2. JURISDICTION and VENUE**

10 The action is brought under the laws of the State of California and this Court has
11 jurisdiction of the subject matter hereof and the parties hereto. Venue is proper before this
12 Court.

13 **3. APPLICABILITY**

14 All provisions of this Judgment are applicable to Defendants, and to their officers,
15 directors, managers, supervisors, successors, assigns, employees and agents, and to all persons
16 acting in concert or participation with any of them, with actual or constructive knowledge of the
17 terms of this judgment (collectively "Enjoined Persons").

18 **4. INJUNCTIVE RELIEF**

19 Pursuant to the provisions of Health and Safety Code sections 25181 and 25203, and
20 Business and Professions Code section 17203, the Enjoined Persons are permanently enjoined as
21 follows:

22 a. Enjoined Persons shall not engage in any act or omission in violation of
23 Chapter 6.5 of Division 20 of the Health and Safety Code, or of the regulations
24 promulgated under that chapter, at ANTERRA'S Ventura County facility located at 1933
25 East Wooley Road, Oxnard, California ("Covered Facility"), and any other same or
26 similar facility that ANTERRA may, after the entry of the Final Judgment, open in the
27 County of Ventura, State of California, in addition to the Covered Facility ("Future
28 Facilities").

1 b. Enjoined Persons shall not accept, store, treat or inject any waste material
2 at the Covered Facility or Future Facilities without first having received a report of
3 chemical analysis of a representative sample of the source of the waste material
4 confirming that the waste material is non-hazardous under California law, and as
5 required by the PAL¹, and shall provide a copy of the report of chemical analysis to the
6 Department of Conservation, Division of Oil Gas and Geothermal Resources
7 ("DOGGR") as required by the PAL and as may be required by DOGGR Rules and
8 Regulations, with a concurrent copy to the Ventura County Environmental Health
9 Division, CUPA Program ("VCEHD"). The copy to the VCEHD may be transmitted
10 electronically via email to cers@ventura.org.

11 c. Enjoined Persons shall require an updated report of chemical analysis of a
12 representative sample of waste material from each source in not less than a twenty-four
13 (24) month cycle. The intent is for the sampling of each source to be updated every
14 twenty-four (24) months so as to ensure the waste material is non-hazardous. When such
15 updated reports are received, copies shall be provided to the VCEHD via the email
16 address specified in Paragraph 4.b, hereinabove, and to DOGGR as required by the PAL
17 and as may be required by DOGGR Rules and Regulations.

18 d. Any report of chemical analysis as provided for herein shall be by a
19 California-certified environmental laboratory, and shall include reported values for
20 hazardous criteria (ignitability, corrosivity, toxicity and reactivity) in compliance with
21 the requirements of California Code of Regulations, title 22, sections 66261.20 through
22 66261.24, so as to ensure effective screening for wastes not authorized for acceptance at
23 the Covered Facility by California laws and regulations, and the PAL.

24
25
26 ¹ As used herein, "PAL" means the "Project Approval Letter for Class II Commercial Waste
27 Disposal Project, Topanga/Conejo Volcanics, Oxnard Oil Field", dated April 4, 2002 (and any
28 revision or reissuance thereof) issued by the California Department of Conservation, Division of
Oil Gas and Geothermal Resources.

1 **5. CIVIL PENALTIES AND COST RECOVERY**

2 ANTERRA shall pay Five Hundred Thousand Dollars (\$500,000.00) as civil penalties
3 and costs to the Ventura County District Attorney's Office, at the address provided in paragraph
4 8, below, as follows:

5 5.1 One Hundred and Fifty Thousand Dollars (\$150,000.00) as civil penalties under
6 Health and Safety Code section 25189, subdivision (e). The Ventura County District Attorney's
7 Office shall, upon receipt, apportion and distribute these penalties as provided in Health &
8 Safety Code section 25192, subdivision (a).

9 5.2 Three Hundred and Fifty Thousand Dollars (\$350,000.00) as reimbursement for
10 investigative costs, as follows:

11 5.2.a: Thirty Thousand Dollars (\$30,000.00) to the United States Department of
12 Transportation, Office of Inspector General;

13 5.2.b: Ten Thousand Four Hundred and Thirty-five Dollars (\$10,435.00) as
14 reimbursement for investigative costs to the Ventura County Department of
15 Environmental Health;

16 5.2.c: Three Hundred and Nine Thousand, Five Hundred and Sixty-five Dollars
17 (\$309,565.00) as reimbursement for investigative costs to the Ventura County District
18 Attorney's Office.

19 5.3 All amounts shall be made payable to "Ventura County District Attorney", which
20 shall distribute the funds as provided herein. The amount of Three Hundred and Fifty Thousand
21 Dollars (\$350,000.00) as provided in paragraphs 5.2, above, shall be due and payable within
22 thirty (30) days of the date of entry of this Final Judgment. The amount of One Hundred and
23 Fifty Thousand Dollars (\$150,000) as provided in paragraph 5.1, above, shall be paid in three
24 (3) equal annual installments of Fifty Thousand Dollars (\$50,000.00), the first of which shall be
25 due on December 10, 2020, with the second and third payments due annually thereafter. No
26 interest shall accrue on the unpaid balance if payments are made timely. However, in the event
27 of failure to tender any payment when due in the full amount provided herein, then the entire
28 unpaid balance, including all unpaid future installments, shall immediately become due and

1 payable, and interest will immediately commence to accrue thereon at the legal post-judgment
2 rate, and Plaintiff may immediately and without notice proceed to use all lawful means to collect
3 the entire unpaid balance, plus interest. Plaintiff shall not be required to file or record a
4 satisfaction of judgment until the entire monetary portion of this judgment is paid in full.
5 Defendants may prepay, without penalty, all or any portion of the installment payments
6 provided herein.

7 **6. ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

8 Pursuant to Code of Civil Procedure section 664.6, the court retains jurisdiction over this
9 matter and the terms of the Final Judgment. The People may move this Court to enjoin any
10 violation of any provision of this Final Judgment, and to award other appropriate relief, and the
11 defendant(s) reserve any rights to oppose or defend as may be legally permissible. Nothing in
12 this Final Judgment shall limit any rights of the People to seek any other relief or for criminal or
13 civil remedies, for future violations as provided by law, and nothing herein shall limit any rights
14 of the defendant(s) to oppose or dispute any such action by the People.

15 **7. MATTERS COVERED BY THIS FINAL JUDGMENT**

16 7.1 This Final Judgment is a final and binding resolution and settlement of all claims,
17 and all criminal and civil violations or causes of action which have been or could have been
18 alleged by the People in the Complaint, and which were known or could reasonably have been
19 discovered, based on the Ventura County District Attorney's investigation regarding
20 ANTERRA's conduct at the Covered Facility through December 7, 2018. The matters described
21 in the previous sentence are "Covered Matters." The People reserve the right to pursue any
22 claim, violation or cause of action that is not a Covered Matter ("Reserved Claim") and
23 ANTERRA reserves the right to defend against any Reserved Claim.

24 7.2 Any claims, violations or causes of action not described in paragraph 7.1, above,
25 including, but not limited to, any violations that may occur after December 7, 2018, are not
26 resolved, settled or covered by this Final Judgment.

27 7.3 Notwithstanding any other provision of the Final Judgment, Covered Matters
28 does not include any claims or causes of action against ANTERRA for (1) performance of

1 cleanup, corrective action, or response action concerning or arising out of any actual past or
2 future releases, spills, or disposals of hazardous wastes, hazardous materials or hazardous
3 substances at or from the Covered Facility; and (2) claims or causes of action relating to
4 ANTERRA's disposal of hazardous wastes, hazardous materials or hazardous substances not
5 occurring at the Covered Facility, and that are unknown to the District Attorney and could not
6 have reasonably been discovered based on the People's investigation of the Enjoined Persons.
7 Such matters are Reserved Claims.

8 7.4 In any subsequent action that may be brought by the People based on any
9 Reserved Claim, ANTERRA agrees that it will not assert that failing to pursue the Reserved
10 Claims as part of this action constitutes claim-splitting, laches or is otherwise inequitable
11 because such claims should have been brought as part of this action. This paragraph does not
12 prohibit ANTERRA from asserting any statute of limitations or other legal or equitable defenses
13 that may be applicable to any Reserved Claims.

14 7.5 The provisions of paragraph 7.1 are effective upon full payment by ANTERRA
15 of the sums required pursuant to this Final Judgment. The continuing effect of paragraph 7.1 is
16 expressly conditioned on ANTERRA's full payment of the amounts due under this Final
17 Judgment.

18 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of the
19 Final Judgment.

20 7.7 ANTERRA covenants not to pursue any civil, appellate or administrative claims
21 against the People or against any agency or office of or within the County of Ventura or against
22 their officers, employees, representatives, agents or attorneys arising out of or in any way related
23 to any Covered Matter.

24 **8. NOTICES**

25 All submissions and notices required by this Final Judgment, except as otherwise
26 specified above, shall be sent to:

27 For the People:

28 Mitchell F. Disney
Senior Deputy District Attorney

Ventura County District Attorney's Office
5720 Ralston Street, Suite 300
Ventura, CA 93003

For ANTERRA:

Anterra Corporation
Attn: Roger Staben, CEO
918 Mission Rock Road, Suite C-1
Santa Paula, CA 93060

With simultaneous copy to:
Goldenring & Prosser, a PLC
Attn: Peter A. Goldenring, Esq.
6050 Seahawk Street
Ventura, CA 93003

Any Party may change its notice name and address by informing the other party in writing, but no change is effective until it is receipt is confirmed. All notices and other communications required or permitted under this Final Judgment that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail.

9. EFFECT OF JUDGMENT

Except as expressly provided in this Final Judgment, nothing in this Final Judgment is intended nor shall it be construed to preclude the People, or any state, county, or local agency, department, board or entity, or any Certified Unified Program Agency from exercising its authority under any law, statute or regulation.

10. LIABILITY OF THE PEOPLE

The People and its representatives herein shall not be liable for any injury or damage to persons or property resulting from acts or omissions by ANTERRA, its directors, officers, employees, agents, representatives or contractors, in carrying out activities pursuant to this Final Judgment, nor shall the People or their representatives be held as a party to or guarantor of any contract entered into by ANTERRA, its owners, directors, officers, employees, agents, representatives or contractors, in carrying out the requirements of this Final Judgment.

1 **11. NO WAIVER OF RIGHT TO ENFORCE**

2 The failure of the People to enforce any provision of this Final Judgment shall neither be
3 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment.

4 The failure of the People to enforce any such provision shall not preclude it from later enforcing
5 the same or any other provision of this Final Judgment. No oral advice, guidance, suggestions or
6 comments by employees or officials of any Party regarding matters covered in this Final
7 Judgment shall be construed to relieve any Party of its obligations under this Final Judgment.

8 **12. FUTURE REGULATORY CHANGES**

9 Nothing in this Final Judgment shall excuse ANTERRA from meeting any more
10 stringent requirements that may be imposed by applicable law or by any changes in the
11 applicable law.

12 **13. APPLICATION OF FINAL JUDGMENT**

13 This Final Judgment shall apply to and be binding upon the People and upon ANTERRA
14 and its successors and assigns.

15 **14. AUTHORITY TO ENTER FINAL JUDGMENT**

16 Each signatory to this Final Judgment certifies that he or she is fully authorized by the
17 party he or she represents to enter into this Final Judgment, to execute it on behalf of the party
18 represented and legally to bind that party.

19 **15. CONTINUING JURISDICTION**

20 The Parties agree that this Court has jurisdiction to interpret and enforce the Final
21 Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this Final
22 Judgment and to address any other matters arising out of or regarding this Final Judgment
23 pursuant to California Code of Civil Procedure section 664.6.

24 **16. PAYMENT OF LITIGATION EXPENSES AND FEES**

25 ANTERRA shall pay its own attorney fees, expert witness fees and all other costs of
26 litigation and investigation incurred to date.

1 **17. INTERPRETATION**

2 This Final Judgment was drafted equally by all Parties. The Parties agree that the rule of
3 construction holding that ambiguity is construed against the drafting party shall not apply to the
4 interpretation of this Final Judgment.

5 **18. COUNTERPART SIGNATURES**

6 This Final Judgment may be executed by the Parties in counterpart.

7 **19. INTEGRATION**

8 This Final Judgment constitutes the entire agreement between the Parties and may not be
9 amended or supplemented except as provided for in the Final Judgment. No oral representations
10 have been made or relied upon other than as expressly set forth herein.

11 **20. MODIFICATION OF FINAL JUDGMENT**

12 This Final Judgment may be modified only on noticed motion by a Party with approval
13 of the Court, or upon written consent of the Parties and the approval of the Court.

14 **21. ENTRY OF JUDGMENT**

15 The Court's clerk is ordered to enter this Final Judgment immediately, and to provide
16 notice to Plaintiff through counsel.

17 **IT IS SO ORDERED.**

18
19 DATED: DEC 21 2018

By: 

JUDGE OF THE SUPERIOR COURT

MATTHEW P. GUASCO